

EXHIBIT 2

CAUSE NO. 25-0369

FILED FOR RECORD
HARRISON COUNTY, TEXAS
CLERK DISTRICT COURT

2025 JUN -2 AM 9:34

MARCIA BAYER

Plaintiff

IN THE DISTRICT COURT OF

HARRISON COUNTY, TEXAS

vs

71st JUDICIAL DISTRICT

DELTA AIRLINES

Defendant.

PLAINTIFF'S FIRST AMENDED PETITION FOR DAMAGES WITH DISCLOSURES

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES MARCIA BAYER, Plaintiff in the above-entitled cause, and files this Original Petition for Damages against DELTA AIRLINES, Defendant, and respectfully alleges as follows:

I. PARTIES AND SERVICE

Plaintiff **MARCIA BAYER** is an individual and resident of Harrison County, TX and can be contacted through the email marciabayer2@gmail.com.

Defendant **DELTA AIRLINES** is a foreign corporation authorized to do business in the State of Texas, and can be served with process by CERTIFIED MAIL serving its registered agent for service of process, CORPORATION SERVICE COMPANY (CSC), 1201 Hays Street, Tallahassee, FL 32301-2525, or wherever they may be found.

II. JURISDICTION AND VENUE

This Court has subject matter jurisdiction under 28 U.S.C. § 1332, as the parties are citizens of different states and the amount in controversy exceeds \$75,000.

Venue is proper in this district under 28 U.S.C. § 1391, as Plaintiff resides in this district and the Defendant conducts business within this district.

III. STATEMENT OF FACTS

On December 26th, 2024, Plaintiff ABC received the urgent news that her father was in the Intensive Care Unit (ICU) at a hospital in Rio de Janeiro, Brazil, requiring immediate surgery. The hospital advised that the surgery could only proceed if the children of the patient authorized it.

In response to this urgent situation, Plaintiff purchased by DELTA AIR LINES an international flight from Dallas, Texas (USA) to Rio de Janeiro, Brazil, departing on December 28th, 2024 at 3:45PM and arriving on December 29th at 8:20AM.

TRIP DETAILS 1: Fly DL512 depart at 3:45PM (Dallas to Atlanta) + Fly DL61 (Atlanta to Rio de Janeiro) arrive at 8:20AM

And returning fly from Brazil to USA by UNITED AIR LINES on December 30th, 2024 at 10:15PM and arriving on December 31st, 2024 at 11:31AM.

TRIP DETAILS 2: Fly UA63 depart at 10:15PM (BR to Houston) + Fly UA4952 (Houston to Shreveport) arrive at 11:31AM

The total cost of the flight was approximate \$2,000.00.

The original itinerary provided by Defendant was a direct flight from the DALLAS/TX to RIO DE JANEIRO/BR with a connection in ATLANTA. However, due to inclement MECHANICAL REASONS on December 28th, 2024; Defendant altered the flight itinerary, changing the route: DALLAS/TX to RIO DE JANEIRO/BR with 2 connections in ATLANTA/USA and SÃO PAULO/BR. So that Plaintiff would first arrive in São Paulo, Brazil, and then transfer to a connecting flight to Rio de Janeiro.

TRIP DETAILS 3: Fly DL512 depart at 3:45PM *delay (Dallas to Atlanta) + Fly DL269 (Atlanta to São Paulo) arrive at 9:00AM + Fly LA3974 depart at 12:10PM (São Paulo to Rio de Janeiro) arrive at 1:30PM

Upon the itinerary change, Plaintiff contacted the hospital in Rio de Janeiro to inform them of the altered travel schedule and delay, as the new estimated arrival time was 2:00 PM on December 29th, 2024, instead of the original 8:20 AM.

Upon arrival at the airport in São Paulo/BR on December 29th, 2024, Plaintiff was denied entry onto the connecting flight to Rio de Janeiro because her name was not listed on the passenger manifest, despite the fact that she had a valid ticket and a confirmed seat on the flight (BOARDING PASS - SEAT 13D - GROUP 5). This was a clear error by Defendant, as the seat had been previously confirmed and marked for her on all portions of the itinerary.

Plaintiff was unable to reach any customer service representatives in the airport, as the customer service desk was closed in the early morning hours, despite the urgency of the situation. Plaintiff repeatedly explained to airport staff that her father's life was at risk and that the doctors were awaiting her arrival to authorize the surgery.

Faced with no other recourse, Plaintiff went to a partner airline's service desk, where she was informed that in order to proceed to Rio de Janeiro, she would need to purchase a new ticket for the São Paulo-Rio de Janeiro segment. Despite the distress caused, Plaintiff purchased a new flight for the São Paulo to Rio de Janeiro segment at an additional cost of \$675.00.

TRIP DETAILS 4: Fly LA3366 depart at 1:35PM*delay (São Paulo to Rio de Janeiro) arrive at 4:20PM

Due to the delay in Plaintiff's arrival, she was only able to authorize the medical procedure for her father at 6:00 PM on Sunday, December 29th, 2024. Unfortunately, the delay caused her father's condition to worsen, and the procedure became extremely high-risk, eventually rendering it impossible to perform.

After receiving medical advice to extend her stay, Plaintiff was forced to change her return flight to January 2, 2025, at an additional cost of \$1,079.41.

TRIP DETAILS 5: Fly UA128 depart at 9:35AM (Rio de Janeiro to Houston) + Fly UA4952 (Houston to Shreveport) arrive at 11:31AM - *The plaintiff subsequently changed this flight plan upon hearing the news of her father's death, however the costs of this change are not the subject of this action.*

Tragically, Plaintiff's father passed away before the surgery could be performed, leading to immense emotional and psychological distress, as well as an undeniable financial burden caused by the delay and errors of Defendant.

As a direct result of Defendant's actions and omissions, Plaintiff suffered substantial material damages in the amount of \$1,754.41 comprising the additional ticket cost and the flight change fee.

Furthermore, Plaintiff endured severe emotional distress, mental anguish, and psychological harm, as she was deprived of the opportunity to authorize a timely medical procedure that may have saved her father's life. This distress was compounded by the failure of Defendant to rectify the situation in a timely and adequate manner.

IV. CAUSES OF ACTION

COUNT I – BREACH OF CONTRACT (Failure to Honor Passenger Reservation)

Plaintiff incorporates by reference all the preceding paragraphs as though fully set forth herein.

Defendant breached the contract of carriage by failing to provide the services as promised, including the failure to ensure Plaintiff's name was on the list of passengers for the São Paulo to Rio de Janeiro segment of the flight.

As a result of Defendant's breach of contract, Plaintiff has suffered material damages in the form of additional expenses for new tickets and flight changes.

COUNT II – NEGLIGENCE (Failure to Act with Reasonable Care)

Plaintiff incorporates by reference all the preceding paragraphs as though fully set forth herein.

Defendant's failure to properly manage Plaintiff's flight reservation, and the failure to ensure that Plaintiff was allowed to board the flight in São Paulo, constitutes negligence.

Defendant owed Plaintiff a duty of care as a customer and breached this duty by not taking reasonable steps to rectify the situation in a timely manner, causing Plaintiff to miss the opportunity to authorize the necessary surgery for her father.

As a direct result of Defendant's negligence, Plaintiff has suffered substantial emotional and psychological distress, in addition to financial losses.

COUNT III – EMOTIONAL DISTRESS AND CONSEQUENTIAL DAMAGES

Plaintiff incorporates by reference all the preceding paragraphs as though fully set forth herein.

Defendant's actions and omissions caused Plaintiff significant emotional distress, anxiety, and sorrow, well beyond the realm of typical inconvenience.

Plaintiff requests that this Court award her damages for emotional distress in the amount of no less than \$250,000.00, based on the severe psychological impact this incident had on her life and the tragic death of her father.

V. EXHIBITS

Exhibit A: Original flight ticket (Dallas to Rio de Janeiro) / TRIP DETAILS 1

Exhibit B: Flight itinerary changes / TRIP DETAILS 2, TRIP DETAILS 3 and TRIP DETAILS 5

Exhibit C: Proof of new ticket purchase for São Paulo/BR to Rio de Janeiro/BR / TRIP DETAILS 4

Exhibit D: Proof of additional costs for flight changes

VI. CASE LAW CITATION

In similar cases, courts have awarded significant damages for emotional distress caused by the negligent actions of airlines. For example, in *Jones v. American Airlines*, 544 F.3d 45 (5th Cir. 2008), the court upheld an award of over \$200,000 in damages for emotional distress, citing the airline's negligence in mishandling the passenger's travel and causing substantial psychological harm. This case supports the claim that emotional distress damages in excess of \$200,000 are warranted in situations where the airline's actions cause severe, life-altering consequences to the passenger.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

Award Plaintiff damages in the amount of \$1,754.41 for the material costs incurred due to Defendant's breach of contract and negligence.

Award Plaintiff \$250,000.00 for the severe emotional, psychological, and moral distress caused by Defendant's actions.

Award Plaintiff any further relief the Court deems just and proper, including attorney's fees, costs, and interest as allowed by law.

Respectfully submitted,

Marcia Bayer / *PRO SE*



Email: marciabayer2@gmail.com

Gmail

delta

X

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Escrever



Manage My Booking

Caixa de entrada 1,100

Com estrela

Adiados

Enviados

Rascunhos 20

Mais

Marcadores

ADV USA

ARQUIVO PROCES... 3

BB AMERICAS E CARTÃ...

condominio 1

CONTAS BRASIL

CURSO DE INGLÊS

Itinerary

Departure

Dallas (DAL Terminal 1) to Atlanta (ATL Terminal S)

Sat, Dec 28, 03:45 PM - Sat, Dec 28, 06:45 PM



Airline confirmation: HYSU4H Delta Air Lines DL-512

Cabin: Basic Economy

Flight time - 2h

Layover: 2h 5m

Atlanta (ATL Terminal I) to Rio De Janeiro (GIG Terminal 2)

Sat, Dec 28, 08:50 PM - Sun, Dec 29, 08:20 AM



Airline confirmation: HYSU4H Delta Air Lines DL-61

Cabin: Basic Economy

Flight time - 9h 30m

Total trip time: 13h 35m

Exhibit
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Escrever



7 de muitas

Caixa de entrada 1.099

Com estrela

Adiados

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Rascunhos 20

Mais

Marcadores

ADV USA

ARQUIVO PROCES... 3

BB AMERICAS E CARTÃ...

condomínio 1

CONTAS BRASIL

CURSO DE INGLÊS

Your United Airlines booking confirmation – CE82RX Caixa de entrada ✕

São Paulo a Houston – UA 63

30 de dez. de 2024, 22:15–31 de dez. de 2024, 05:10

Partida

30 de dez. de 2024, 22:15

Chegada

31 de dez. de 2024, 05:10

Duração do voo

9 h e 55 min

Nome do passageiro

Marcia Bayer

Assento

-

Número de confirmação

CE82RX

Isto está certo? 👍 🗨

Houston a Shreveport – UA 4952

31 de dez. de 2024, 10:15–11:31

Exhibit
B2



Marcia Bayer <marciabayer2@gmail.com>

Check in now for your flight to Shreveport

1 mensagem

United Airlines <notifications@united.com>
Para: MARCIABAYER2@gmail.com



29 de dezembro de 2024 às 22:30



Check in now for your flight to Shreveport

It's time to check in for your flight to Shreveport.

Here are your trip details:

10:15 p.m. December 30	UA63	5:10 a.m. December 31
São Paulo (GRU)		Houston (IAH)
10:15 a.m. December 31	UA4952	11:31 a.m. December 31
Houston (IAH)		Shreveport (SHV)

Check-in

Confirmation number: CE82RX

Check in and add bags at home to get your digital boarding pass and skip the extra wait at the airport.

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Deals & offers

MileagePlus®

My account



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A STAR ALLIANCE MEMBER 

 **DELTA**
BAYER/MARCIA CRISTIN

BOARDING PASS
2 006 7198996680 3
HYSU4H

LLWAOSBP
FLIGHT DATE CLASS ORIGIN
DL269 28DEC G ATLANTA
OPERATED BY PREMIUM DESTINATION
DELTA AIR LINES INC SAO PAULO

DEPARTURE GATE E11 **SUBJECT TO CHANGE**

DOCS-OK

BGN
ATL322



ATL27FF39/AH

BOARDING PASS
BAYER/MARCIA CRISTIN

FLIGHT DATE SEAT
DL269 28DEC 49G
ORIGIN ZONE 6
ATLANTA
DESTINATION
SAO PAULO
OPERATED BY DELTA AIR LINES INC

BGN
ATI 322

Digitalizado com Can

Exhibit
B3



BAYER/MARCIA CRISTIN

BOARDING PASS

B 006 7198496680
HYSU-H

SEAT

13D

DATE CLASS ORIGIN
24 DEC Y SAO PAULO
NATION
RIO DE JANEIRO

GRUPO 5

DEPARTURE GATE: SEE AIRPORT MONITOR

LA118

BOARDING PASS

BAYER/MARCIA CRISTIN

SEAT

13D

FLIGHT DATE
LA3974 29DEC
ORIGIN GRUPO 5
SAO PAULO
DESTINATION
RIO DE JAN-SANT
OPERATOR
LA3974/29DEC/GRUPO 5

LA118



Marcia Bayer <marciabayer2@gmail.com>

Check in now for your flight to Shreveport

1 mensagem



United Airlines <notifications@united.com>
Para: MARCIABAYER2@gmail.com

31 de dezembro de 2024 às 22:11

**Check in now for your flight to Shreveport**

It's time to check in for your flight to Shreveport.

Here are your trip details:

9:55 p.m. January 1 Rio de Janeiro (GIG)	UA128 	5:35 a.m. January 2 Houston (IAH)
10:15 a.m. January 2 Houston (IAH)	UA4952 	11:31 a.m. January 2 Shreveport (SHV)

[Check-in](#)

Confirmation number: CE82RX

Check in and add bags at home to get your digital boarding pass and skip the extra wait at the airport.

[Reservations](#)[Deals & offers](#)[MileagePlus®](#)[My account](#)**Exhibit
B5**

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A STAR ALLIANCE MEMBER 

Boarding Pass/Tarjeta De Embarque/ Cartão De Embarque

LATAM

BAYER/MARCIA

Flight/Vuelo/Voo

Date/Fecha/Data

Departure/Salida/Partida

Record/Reserva

LA 3365

29DEC

13:35

CGBFLL

OPER. LATAM AIRLINES BRASIL

From/Desde/De

For/Para/Para

SÃO PAULO GUARULH

At Gate/En Puerta

No Portão

209

A/A-Las

As

12:50

GRUPO 5



244 /60 ET

BAYER/MARCIA

Flight/Vuelo/Voo

Date/Fecha/Data

LA 3365

29DEC

244

OPER. LATAM AIRLINES BRASIL

From/Desde/De

For/Para/Para

GRU

E16

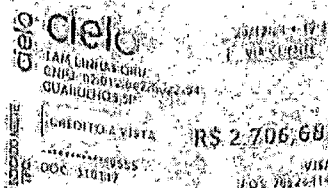
At Gate/En Puerta

No Portão

60

STATION 24

Exhibit
D1



Boarding Pass/Tarjeta De Embarque/ Cartão De Embarque
2213295574
*** ELECTRONIC TICKET *** PASSENGER RECEIPT 106
29DEC24 5799180
Flight/Vuelo/Voo Date/Fecha/Data Departure/Salida/Partida Record/Reserva
BAYER/MARCIA
NOT VALID FOR TRANSPORTATION
RETAIN THIS RECEIPT
THROUGHOUT YOUR JOURNEY
Al Gate/En Puerda A/A Las
No Portao As
BRZ 2675.24
BRZ 31.44
957 2213295574 6
*****DUPLICATE*****

Boarding Pass/Tarjeta De Embarque/ Cartão De Embarque
*** ELECTRONIC TICKET *** NOT VALID FOR TRAVEL
NBR 9572213295574
Flight/Vuelo/Voo Date/Fecha/Data Departure/Salida/Partida Record/Reserva
BAYER/MARCIA
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To/Para/Para
LU SAO PAULO GUARULH 1335 FLT3366 ECONOMY
AR RIO DE JANEIRO GIG 1435 SEAT 060 FOOD FOR PUR
OPERATED BY LATAM AIRLINES BRASIL A/A Las
No Portao AS
NOT VALID FOR TRANSPORTATION

EXHIBIT
D2

Marcia Bayer <marciabayer2@gmail.com>

eTicket Itinerary and Receipt for Confirmation CE82RX

3 mensagens

United Airlines <Receipts@united.com>
Para: MARCIABAYER2@gmail.com

30 de dezembro de 2024 às 09:11



Mon, Dec 30, 2024

Thank you for choosing United.

A receipt of your purchase is shown below. Please retain this email receipt for your records.

Get ready for your trip: Visit the Travel-Ready Center, your one-stop digital assistant, to find out about important travel requirements specific to your trip.

Confirmation Number:

CE82RX

Flight 1 of 2 UA128

Class: United Economy (H)

Wed, Jan 01, 2025

Thu, Jan 02, 2025

09:55 PM**05:35 AM**

Rio de Janeiro, BR (GIG)

Houston, TX, US (IAH)

Flight 2 of 2 UA4952

Class: United Economy (H)

Thu, Jan 02, 2025

Thu, Jan 02, 2025

10:15 AM**11:31 AM**

Houston, TX, US (IAH)

Shreveport, LA, US (SHV)

Flight Operated by COMMUTEAIR DBA UNITED EXPRESS.

Traveler Details

BAYER/MARCIACRISTINADASILVA

eTicket number: **0162446918717**

Seats: GIG-IAH 47D

IAH-SHV -----**Purchase Summary**

Method of payment:

Miscellaneous Document

Date of purchase:

Visa ending in 2067**Mon, Dec 30, 2024**

Airfare:

1020.00

U.S. Transportation Tax:

22.20

U.S. Immigration User Fee:

7.00

U.S. Customs User Fee:

7.20

Passenger Civil Aviation Security Service Fee:
U.S. Passenger Facility Charge:

47

5.60
4.50

Total Per Passenger:

1079.41 USD

Total:**1079.41 USD****Additional Collection**

An additional amount of **450.20 USD** for the difference in fare was charged to Visa ending in 2067 on Mon, Dec 30, 2024.

Payment Info

Remaining value of your previous ticket numbers 0162446224919 was applied to this purchase.

Fare Rules

Additional charges may apply for changes in addition to any fare rules listed.

NRF-BE/NOCHGDAFTDPT/NOASR

Baggage allowance and charges for this itinerary

Origin and destination for checked baggage	1st bag charge	2nd bag charge	1st bag weight and dimensions	2nd bag weight and dimensions
Wed, Jan 01, 2025 Rio de Janeiro, BR (GIG - Galeão) to Shreveport, LA, US (SHV)	70.00 USD	100.00 USD	50lbs(23kg) - 62in(157cm)	50lbs(23kg) - 62in(157cm)

Important Information about MileagePlus Earning

- Accruals vary based on the terms and conditions of the traveler's frequent flyer program, frequent flyer status, and the selected itinerary. United MileagePlus® mileage accrual is subject to the rules of the MileagePlus program. Once travel has started, accruals will no longer display. You can always view your MileagePlus account for posted accrual.
- You can earn up to 75,000 award miles per ticket. The 75,000 award miles cap may be applied to your posted flight activity in an order different than shown. Accrual is only displayed for MileagePlus members who choose to accrue to their MileagePlus account.

International eTicket Reminders

- **Check-In Requirement** - Bags must be checked and boarding passes obtained at least 60 minutes prior to scheduled departure. Baggage will not be accepted and advance seat assignments may be canceled if this condition is not met.
- **Boarding Requirement** - Passengers must be prepared to board at the departure gate with their boarding pass at least 30 minutes prior to scheduled departure.
- Failure to meet the **Boarding Requirements** may result in cancellation of reservations, denied boarding, removal of checked baggage from the aircraft and loss of eligibility for denied boarding compensation.
- Bring this eTicket Receipt along with photo identification, proof of citizenship, passport and/or visa to the ticket lobby for check-in.
- The FAA now restricts carry-on baggage to one bag plus one personal item (purse, briefcase, laptop computer, etc.) per passenger. The fare rules for your ticket may restrict your carry-on baggage allowance even further.
- For up to the minute flight information, sign-up for our Flight Status Updates or call 1-800-824-6200; in Spanish 1-800-426-5561.
- If flight segments are not flown in order, your reservation will be cancelled. Rebooking will be subject to the fare rules governing your ticket.
- For the most current status of your reservation, go to our Flight Status page.
- Your eTicket is non transferable and valid for 1 year from the issue date unless otherwise noted in the fare rules.
- International taxes and fees may be collected at your departure airport.

Data Protection Notice

Your personal data will be processed in accordance with the applicable carrier's privacy policy and if your booking is made via a reservation system provider ("GDS"), with its privacy policy. These are available at <http://www.iatatravelcenter.com/privacy> or from the carrier or GDS directly. You should read this documentation, which applies to your booking and specifies, for example, how your personal data is collected, stored, used, disclosed and transferred.

Customer Care Contact Information

Hazardous materials

Federal law forbids the carriage of hazardous materials on board aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Common examples of hazardous materials/dangerous goods include spare or loose lithium batteries, fireworks, strike-anywhere matches, aerosols, pesticides, bleach and corrosive materials. Additional information can be found on:

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[FAA website Pack Safe page](#)

[TSA website Prohibited Items page](#)

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Disinsection Notice

Certain countries require that the passenger cabins of aircraft be treated with insecticides. For additional information and a list of those countries, please visit the U.S. Department of Transportation's disinsection website.

IMPORTANT CONSUMER NOTICES

Changes/Cancellations - Most tickets, other than Basic Economy tickets or those for travel originating outside the United States, other than for travel between the United States and Mexico or the Caribbean, may be changed to a different itinerary, or cancelled and the value of the ticket retained so that it can be applied to a new ticket, without a change fee. Such change or cancellation must be made prior to the scheduled departure time. Travelers making changes will be responsible for the fare difference if the new itinerary has a higher fare than the original ticketed itinerary. Regarding non-refundable tickets, if the new itinerary has a lower fare than the original ticketed itinerary, changes can be made without charge, but the traveler is not entitled to any residual value. United may, in its sole discretion, provide partial or full residual credit under certain circumstances. A change fee may apply for changes or cancellations made to tickets for travel originating outside the United States, other than for travel between the United States and Mexico or the Caribbean. Policies concerning your ability to make reservation changes and cancellations and any fees associated with such changes can be found at Important travel notices | United Airlines.

Notice of Baggage Liability Limitations - For domestic travel between points within the United States (except for domestic portions of international journeys), United's liability for loss of, damage to, or delay in delivery of a customer's checked baggage is limited to \$3,800 per ticketed customer unless a higher value is declared in advance and additional charges are paid (not applicable to wheelchairs or other assistive devices). For such travel, United assumes no liability for high value, fragile, perishable, or otherwise excluded items; excess valuation may not be declared on certain types of valuable articles. Further information may be obtained from the carrier. For international travel governed by the Warsaw Convention (including the domestic portions of the trip), maximum liability is approximately 640 USD per bag for checked baggage, and 400 USD per passenger for unchecked baggage. For international travel governed by the Montreal Convention (including the domestic portions of the trip), maximum liability is 1,288 SDRs per passenger for baggage, whether checked or unchecked. For baggage lost, delayed, or damaged in connection with domestic travel, United requires that customers provide preliminary notice within 24 hours after arrival of the flight on which the baggage was or was to be transported and submit a written claim within 45 days of the flight. For baggage damaged or delayed in connection with most international travel (including domestic portions of international journeys), the Montreal Convention and United require customers to provide carriers written notice as follows: (a) for damaged baggage, within seven days from the date of receipt of the damaged baggage; (b) for delayed baggage, within 21 days from the date the baggage should have been returned to the customer. Please refer to Rule 28 of United's Contract of Carriage for important information relating to baggage and other limitations of liability.

Notice of Incorporated Terms - Transportation is subject to the terms and conditions of United's Contract of Carriage, which are incorporated herein by reference. Incorporated terms may include, but are not limited to: 1. Limits on liability for personal injury or death of the customer, and for loss, damage, or delay of goods and baggage, including high value, fragile, perishable, or otherwise excluded items. 2. Claims restrictions, including time periods within which customers must file a claim or bring an action against the carrier. 3. Rights of the carrier to change terms of the contract. 4. Rules about reconfirmation of reservations, check-in times, and refusal to carry. 5. Rights of the carrier and limits on liability for delay or failure to perform service, including schedule changes, substitution of an alternate air carrier or aircraft, and routing. The full text of United's Contract of Carriage is available at [united.com](#) or you may request

United States, to receive free of charge mail or other delivery service the full text of United's Contract of Carriage.

Notice of Certain Terms - If you have purchased a restricted ticket, depending on the rules applicable to the fare paid, one or more restrictions including, but not limited to, the following may apply to your travel: (1) the ticket may not be refundable but can be exchanged for a fee for another restricted fare ticket meeting all the rules/restrictions of the original ticket (including the payment of any difference in fares); (2) a fee may apply for changing/canceling reservations; or (3) select tickets may not be eligible for refunds or changes even for a fee; (4) select tickets have no residual value and cannot be applied towards the purchase of future travel; or (5) travel may be restricted to specific flights and/or times and a minimum and/or maximum stay may be required. United reserves the right to refuse carriage to any person who has acquired a ticket in violation of any United tariffs, rules, or regulations, or in violation of any applicable national, federal, state, or local law, order, regulation, or ordinance. Notwithstanding the foregoing, you are entitled to a full refund if you cancel a ticket purchased at least a week prior to departure within 24 hours of purchase.

Notice of Boarding Times - For Domestic flights, customers must be at the boarding gate at least 15 minutes prior to scheduled departure. For International flights, customers must be at the boarding gate at least 30 minutes prior to scheduled departure. The time limits provided by United in this Notice are minimum time requirements. Customer and baggage processing times may differ from airport to airport. Please visit [united.com](https://www.united.com) for information regarding airport-specific boarding times. It is the customer's responsibility to arrive at the airport with enough time to complete check-in, baggage, and security screening processes within these minimum time limits. Please be sure to check flight information monitors for the correct boarding gate and the departure time of your flight. Failure to be at the boarding gate by the required time could result in the loss of your seat without compensation, regardless of whether you are already checked in or have a confirmed seat and boarding pass.

Advice to International Passengers on Carrier Liability - Passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that international treaties known as the Montreal Convention, or its predecessor, the Warsaw Convention, including its amendments, may apply to the entire journey, including any portion thereof within a country. For such passengers, the treaty, including contracts of carriage embodied in applicable tariffs, governs, and may limit the liability of the Carrier in respect of death or injury to passengers, and for destruction or loss of, or damage to, baggage, and for delay of passengers and baggage.

Notice - Overbooking of Flights - Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for compensation of the airline's choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions, including failure to comply with the carrier's check-in deadlines, which are available upon request from the air carrier, persons denied boarding involuntarily are entitled to compensation. The complete rules for the payment of compensation and each airline's boarding priorities are available at all airport ticket counters and boarding locations. *Some airlines do not apply these consumer protections to travel from some foreign countries, although other consumer protections may be available. Check with your airline or your travel agent.*



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domingo, 29 de dezembro de 2024 ·
09:01

Editar

20241229_120147.jpg

/Armazenamento interno/DCIM/Camera

Samsung SM-A528B

4,25 MB | 3468x4624 16MP

ISO 100 | 25mm 0,0ev F1,8 1/50 s

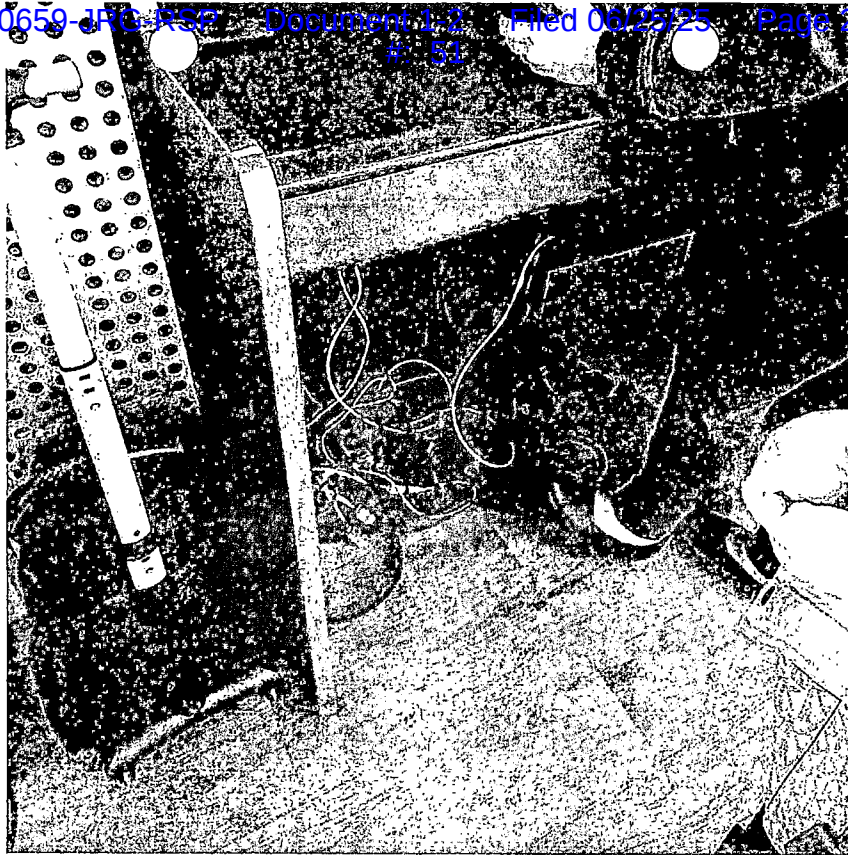
Adicionar etiqueta

III

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domingo, 29 de dezembro de 2024 ·
09:00

[Editar](#)

20241229_120057.jpg

/Armazenamento interno/DCIM/Camera

Samsung SM-A528B

5,32 MB 3468x4624 16MP

ISO 200 25mm 0,0ev F1,8 1/100 s

[# Adicionar etiqueta](#)



Exhibit
F



**CAXIAS D'OR
HOSPITAL**



Registro Civil: **Evaldeci Manhaes Bayer**
Nome Social:
Dt Nascimento: **09/01/1930** Idade: **74 Anos 11m 23d** Sexo: **Masculino**
CPF: **285.895.487-91** Leito: **UM229**
Dt Hr Admissão: **07/12/2024 16:58** Prontuário: **000043227**
Registro: **4515246** Matrícula: **010515322600**
Convênio/Plano: **Saude Petróbras / Saude Petróbras**
Seção: **MÉRITI - UTI ADULTO 2 AND.**

LAUDO

I CERTIFY THAT MRS. MARCIA CRISTINA DA SILVA BAYER HAS BEEN ASSISTING HER FATHER, THE ABOVE PATIENT (EVALDECI MANHAES BAYER), DAILY DURING ADMISSION IN THE INTENSIVE CARE UNIT AT CAXIAS D'OR HOSPITAL (DUQUE DE CAXIAS - RIO DE JANEIRO - BRAZIL) DUE TO THE SEVERITY OF THE CONDITION SINCE 12/29/2024 TO PRESENT DATE (01/01/2025). I DECLARE YOUR DAILY STAY IN THE HOSPITAL UNIT DURING THIS PERIOD IN BRAZIL FOR WORK LICENCE IN THIS PERIOD.

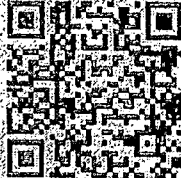
Dt Hr Afe: **01/01/2025 17:08**

Dr. Matheus Anselmini
CRM: 01242407 - RJ

MATHEUS ANSELMINI
CRM: 01242407 - RJ

**Exhibit
G**

Poder Judiciário - TJERJ
Corregedoria Geral da Justiça
Selo de Fiscalização Eletrônico
EEVR67833-QNP
Consulta a validade do selo em:
<https://www3.tj.jus.br/sitpublico>



REPÚBLICA FEDERATIVA DO BRASIL
REGISTRO CIVIL DAS PESSOAS NATURAIS

CERTIDÃO DE ÓBITO

NOME:
EVALDECI MANHÃES BAYER

CPF: 285.895.487-91				
MATRÍCULA: 092478 01 55 2025 4-00336 279 0123245 27				
SEXO: Masculino	COR: Branca	ESTADO CIVIL E IDADE: Casado, 74 anos		
NATURALIDADE: Estado do Rio de Janeiro		DOCUMENTO DE IDENTIFICAÇÃO: RG nº 045474244 DETRAN/RJ		ELEITOR Sim
FILIAÇÃO E RESIDÊNCIA: Filho de PEDRO JOSÉ BAYER e de ELZA MANHÃES BAYER. Residência do falecido: Avenida Perimetral Curupaiti, nº 365, APT 101, Jardim Vinte e Cinco de Agosto, Duque de Caxias-RJ				
DATA E HORA DE FALECIMENTO: Dois de janeiro de dois mil e vinte e cinco, às 4h40min		DIA 02	MÊS 01	ANO 2025
LOCAL DE FALECIMENTO: Hospital Caxias Dor., Duque de Caxias-RJ				
CAUSA DA MORTE: CHOQUE SÉPTICO, PNEUMONIA BRONCOASPIRATÓRIA, DEMÊNCIA AVANÇADA, DOENÇA DE PARKINSON, DIABETES MELITUS, CORONARIOPATIA				
SEPULTAMENTO / CREMAÇÃO: CEMITÉRIO CREMATÓRIO MEMORIAL DO RIO, R. Francisco De Souza e Melo, 102 - Cordovil, Rio de Janeiro/RJ		DECLARANTE: MARCIA CRISTINA DA SILVA BAYER		
NOME E Nº DE DOCUMENTO DO(S) MÉDICO(S) QUE ATESTOU(ARAM) O ÓBITO: ISABELA GOMES RODRIGUES DE MACÊDO CRM 520-13327-				
AVERBAÇÕES/ANOTAÇÕES A ACRESCEER: Não deixou bens nem testamento, era eleitor, deixou dois filhos maiores. APRESENTOU CERTIDÃO DE CASAMENTO. Declaração de óbito nº 37648978-2, estado civil casado com/de EDNA MARIA DA SILVA BAYER. Certidão de casamento: Duque de Caxias - Ofício do RCPN 1º Distrito 1ª Circunscrição-RJ, livro B-AUX-22, folha 44, termo 12350. Ato registrado no livro C-336, as folhas 279, sob o nº 123245. Data do registro: 02 de janeiro de 2025. Profissão do falecido: APOSENTADO. Data de nascimento do falecido: 09 de janeiro de 1950.				
ANOTAÇÕES DE CADASTRO:				
TIPO DOCUMENTO	NÚMERO	DATA EXPEDIÇÃO	ÓRGÃO EXPEDIDOR	DATA DE VALIDADE
RG	045474244	27/05/2010	DETRAN/RJ	
CEP: Residencial	25075-075			
* As anotações de cadastro acima não dispensam a apresentação do documento original, quando exigida pelo órgão solicitante.				

REGISTRO CIVIL DAS PESSOAS NATURAIS
DO 1º DISTRITO DE DUQUE DE CAXIAS-RJ
OFICIAL: RAPHAEL RODRIGUES RIBEIRO MAT: 90/252
Município: Duque de Caxias-RJ
Rua Deputado Ampliato Cabral, nº 139, Jardim 25 de Agosto.
Cep: 25070-370, Telefax: (21) 2769-7788.
Email: carioriocentro@caxias@gmail.com

Site:

2ª Via OS Nº 108379.

O conteúdo da certidão é verdadeiro. Dou fé.
DUQUE DE CAXIAS-RJ, 03 de janeiro de 2025

MARIA LUZINETE SOUZA DA SILVA (ESCREVENTE)
MATR: 94/2166

Maria Luzinete S. da Silva
Escrevente
Mat. 94/2166

Valor Recebido: Isento de Emolumentos

Eu, MARIA LUZINETE SOUZA DA SILVA-ESCREVENTE - MATR. 94/2166, Digitei, e Eu
MARIA LUZINETE SOUZA DA SILVA (ESCREVENTE - MATR. 94/2166) Conferi, Subcrevo e Assino.

BG 000698341 BRP

arpenxu
Registro Civil do Brasil

Exhibit

H

Clerk of the Court
SHERRY GRIFFIS
 200 W. Houston, Ste. 234
 Marshall, Texas 75670

COPY

55

Attorney for Plaintiff
 Marcia Bayer
 Pro-Se

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney does not file a written answer with the clerk who issued this notice by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this notice and petition, a default judgment may be taken against you."

THE STATE OF TEXAS

TO: DELTA AIRLINES
REGISTERED AGENT: CORPORATION SERVICE COMPANY (CSC)
 1201 HAYS STREET
 TALLAHASSEE, FL 32301-2525
 OR WHEREVER THEY MAY BE FOUND

GREETING:

WHEREAS, MARCIA BAYER, of the County of Harrison, State of Texas, did on the 2nd day of JUNE, 2025, file in the 71st District Court of Harrison County, Texas, in **Suit No. 25-0369** on the Civil Docket of said Court, wherein MARCIA BAYER, petitioner and DELTA AIRLINES, respondent, and alleges as follows:

"ORDER GRANTING MOTION FOR SPECIAL SETTLEMENT CONFERENCE"

AND WHEREAS, The Hon. BRAD MORIN, Judge of said Court, has entered the following order, to-wit:

"See attached"

AND WHEREAS, the said **"ORDER GRANTING MOTION FOR SPECIAL SETTLEMENT CONFERENCE"** will be heard by the said Court, at Marshall, Texas, on the **1st day of JULY, 2025, at 10:30 o'clock a.m..**

THESE ARE, THEREFORE, to require you to appear at the time and place as above stated, and answer said **"ORDER GRANTING MOTION FOR SPECIAL SETTLEMENT CONFERENCE"** showing cause, if any you can, why same should not be granted. Given under my hand and seal of said Court, at office in Marshall, Texas this the 2nd day of JUNE, 2025.

SHERRY GRIFFIS
 Harrison County District Clerk
 71st District Court

by *[Signature]* Deputy

OFFICER/AUTHORIZED PERSON RETURN

Came to hand on the ____ day of _____, _____, at ____ o'clock ____ m. Executed at _____ in _____ County, Texas, by delivering to _____ on the ____ day of _____ at ____ o'clock ____ m., _____; in person, a true copy of this notice with a true and correct copy of the show cause order attached thereto having first endorsed on such copy of said notice the date of delivery.
 To certify which I affix my hand officially this ____ day of _____, _____.
 Fee: \$ _____

____ of _____ County, Texas
 by _____ deputy

Affiant

On this day, _____, known to me to be the person whose signature appears on the foregoing return, personally appeared. After being duly sworn, he/she stated that this citation was executed by him/her in the exact manner recited on the return.

SWORN TO AND SUBSCRIBED BEFORE ME ON _____, _____.

Notary Public

ORDER GRANTING MOTION FOR SPECIAL SETTLEMENT CONFERENCE

On this day, the Court considered Plaintiff's Motion for Special Settlement Conference. Having considered the motion, the Court finds that it is well-taken and should be GRANTED.

2025 JUN -2 AM 9:48
SHERY GATTON
CLERK OF DISTRICT COURT
HARRISON COUNTY, TEXAS

BY Sherry Gatton
DEPUTY

IT IS THEREFORE ORDERED that a special settlement conference is hereby scheduled for the following date and time:

Date: 7/1/25

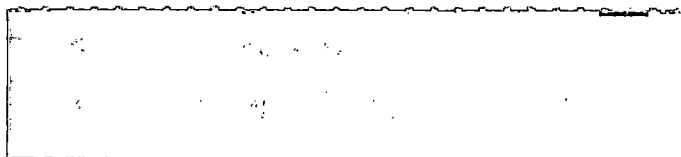
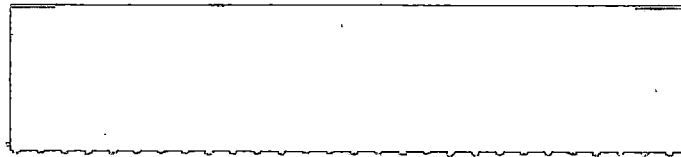
Time: 10:30 AM

Location: 71st District Courtroom Harrison Co., Texas

SO ORDERED on this 2 day of June, 2025.

Paul Mon

JUDGE PRESIDING



Sherry
District
Harrison Cou
200 West Houston, Ste 234
Marshall, Texas 75670

CERTIFIED MAIL



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FIRST-CLASS



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Service Company (CSC)
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TALLAHASSEE, FL 32301-2925
OR wherever They may Be Found